

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-072
ANNUAL REQUIREMENTS FOR
PHOTOGRAPHY SERVICES FOR
PARKS & RECREATION YOUTH SPORTS PROGRAMS

DATE: April 17, 2006

CONTRACT PERIOD: March 1, 2006 thru February 2007

CONTRACTOR: The Photo Shoppe
301 N. Cotner
Lincoln, NE 68505

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jerry Grenemeier
Telephone No.: 402/466-8218
FAX No.:
E-Mail:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Attached Contract

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY PHOTOGRAPHY SERVICES AT PARKS YOUTH
SPORTS PROGRAM
SPECIFICATION 06-072**

**Contractor:
The Photo Shoppe
301 N. Cotner
Lincoln, NE 68505**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 17th day of March 2006, by and between **The Photo Shoppe, 301 N. Cotner, Lincoln, NE 68506** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for the Annual Supply of Photography Services at Parks Youth Sports Programs and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As Per Attached Bid Schedule

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be from March 1, 2006 thru February 2007.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.
dated 4-13-06

076023

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Samuel Grenemeier (SEAL)
Secretary

Grenemeier Enterprises, Inc
d/b/a The Photo Shoppe
Name of Corporation

301 N. Cotner Blvd
(Address) *Lincoln, NE 68505*

By: *Samuel Grenemeier*
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

**Product & Price list
for Lincoln Park and Recreation Youth Sports**

Description	Detail Cost	Total Price	Quantity	Total
Packages				
Gold Package 1 - Memory Mate, 8 -Trader Photos, 16 -Mini Wallets, 1-12x18 Poster	Package \$32.71 Tax 2.29	\$ 35.00		
Silver Package 1- Memory Mate, 8 -Trader Photos 16 Mini Wallets	Package \$23.36 Tax 1.64	\$ 25.00		
Bronze Package 1-Memory Mate, 8-Trader Photos	Package \$16.82 Tax 1.18	\$ 18.00		
Button Package 2-Buttons		\$ 9.00		
Al la Carte				
Memory Mate	Item \$9.36 Tax \$.64	\$ 10.00		
8 Trader Photos	Item \$9.36 Tax \$.64	\$ 10.00		
8 Wallet Photos (no graphic)	Item \$7.48 Tax \$.52	\$ 8.00		
16 Mini Wallet Photos (no graphic)	Item \$7.48 Tax \$.52	\$ 8.00		
Buttons	Item \$4.21 Tax \$.29	\$ 5.00		
5x7 Team or Individual	Item \$6.54 Tax \$.46	\$ 7.00		
8x10 Team or Individual	Item \$9.36 Tax \$.64	\$ 10.00		
12x18 Poster Team or Individual	Item \$14.02 Tax \$.98	\$ 15.00		
Key Chain	Item \$4.67 Tax \$.33	\$ 5.00		

**Product & Price list
for Lincoln Park and Recreation Youth Sports**

This chart shows packages offered, price including sales tax, and Lincoln Parks & Rec's share.

Description	Detail Cost	Total Price	%	To LP&R
Packages				
Gold Package 1 - Memory Mate, 8 -Trader Photos, 16 -Mini Wallets, 1-12x18 Poster	Package \$32.71 Tax 2.29	\$ 35.00	15%	\$ 4.91
Silver Package 1- Memory Mate, 8 -Trader Photos 16 Mini Wallets	Package \$23.36 Tax 1.64	\$ 25.00	15%	\$ 3.51
Bronze Package 1-Memory Mate, 8-Trader Photos	Package \$16.82 Tax 1.18	\$ 18.00	15%	\$ 2.53
Button Package 2-Buttons	Package \$8.42 Tax .58	\$ 9.00	15%	\$ 1.27
Al la Carte				
Memory Mate	Item \$9.36 Tax \$.64	\$ 10.00	15%	\$ 1.41
8 Trader Photos	Item \$9.36 Tax \$.64	\$ 10.00	15%	\$ 1.41
8 Wallet Photos (no graphic)	Item \$7.48 Tax \$.52	\$ 8.00	15%	\$ 1.13
16 Mini Wallet Photos (no graphic)	Item \$7.48 Tax \$.52	\$ 8.00	15%	\$ 1.13
Buttons	Item \$4.21 Tax \$.29	\$ 5.00	15%	\$ 0.70
5x7 Team or Individual	Item \$6.54 Tax \$.46	\$ 7.00	15%	\$ 0.99
8x10 Team or Individual	Item \$9.36 Tax \$.64	\$ 10.00	15%	\$ 1.41
12x18 Poster Team or Individual	Item \$14.02 Tax \$.98	\$ 15.00	15%	\$ 2.11
Key Chain	Item \$4.67 Tax \$.33	\$ 5.00	15%	\$ 0.70
<i>When new products become available, the Photo Shoppe will make them available to parents & Players</i>				